

**CITY OF EVERETT
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT made and entered into on this 18th day of Aug. 2017, by and between the **CITY OF EVERETT**, a municipal corporation under the laws of the State of Washington, hereinafter referred to as the "City," and Catholic Community Services Western Washington, whose address 1918 Everett Avenue, Everett, WA 98201, hereinafter referred to as the "Service Provider."

WHEREAS, the City desires to engage Service Provider to Administer Everett's Low-Income Discount Policy for Utility Rates for the City of Everett; and

WHEREAS, Service Provider represented, and by entering into this Agreement now represents, that it is fully qualified to perform the work to be performed hereunder in a competent and professional manner;

NOW, THEREFORE, the parties herein do mutually agree as follows:

1. **Engagement of Service Provider.** In a competent and professional manner, Service Provider shall provide the following services (hereafter referred to as "Work"): Exhibit "A" Scope of Work. Without a written directive of an authorized representative of the City, Service Provider shall not perform any services that are in addition to, or beyond the scope of, the Work between the City and Service Provider. If Service Provider's proposal is attached as an exhibit, and if such proposal contains or incorporates any conditions or terms in addition to or different from the terms of this Agreement, then Service Provider expressly agrees that such conditions or terms are neither incorporated nor included into this Agreement between the City and Service Provider.

2. **Intellectual Property Rights.** Unless otherwise expressly agreed in writing, all intellectual property rights in works created pursuant to this Agreement, or for the City of Everett, belong to the City of Everett. Service Provider retains any intellectual property rights in works created by Service Provider prior to engagement, or not for its performance of this Agreement. Service Provider expressly represents and warrants that the Work shall be original and shall not infringe on another's copyright, or rights in trade or service marks. Service Provider agrees to defend and indemnify City from any and all claims and damages arising out of this Agreement or the Work created hereunder.

3. **Time of Beginning and Completion of Performance.** This Agreement shall commence as of the date of execution of this Agreement and shall be completed by December 31, 2020.

4. **Compensation.**

A. The City shall pay Service Provider only for completed Work and for services actually rendered which are described herein. Such payment shall be full compensation for Work performed or services rendered, including, but not limited to, all labor, materials, supplies, equipment, and incidentals necessary to complete the Work.

B. Service Provider shall be paid such amounts and in such manner as follows: Schedule "B" - Compensation

C. Service Provider may receive payment as reimbursement for Eligible Expenses actually incurred. "Eligible Expenses" means those types and amounts of expenses approved for reimbursement by the City. If approval for reimbursement is not obtained from the City prior to Service Provider's incurring the

expense, Service Provider acknowledges that the City retains the option not to reimburse Service Provider. Eligible expenses shall not exceed \$0.

D. Total compensation, including all services and expenses, shall not exceed a maximum of \$115,817.00.

E. If Service Provider fails or refuses to accept direction or carry out the reasonable directions of the City in performance of its work, the City may, in addition to any other remedy, withhold from any payment otherwise due an amount that the City in good faith believes is equal to the cost to the City of correcting, re-procuring, or remedying any damage caused by Service Provider's conduct.

5. **Termination of Contract.** City reserves the right to terminate this Agreement at any time by sending written notice of termination to Service Provider ("Notice"). The Notice shall specify a termination date ("Termination Date") at least fourteen (14) days after the date the Notice is issued. The Notice shall be effective ("Notice Date") upon the earlier of either actual receipt by Service Provider (whether by fax, mail, delivery or other method reasonably calculated to be received by Service Provider in a reasonably prompt manner) or three calendar days after issuance of the Notice. Upon the Notice Date, Service Provider shall immediately commence to end the Work in a reasonable and orderly manner. Unless terminated for Service Provider's material breach, Service Provider shall be paid or reimbursed for: (a) all hours worked and Eligible Expenses incurred up to the Notice Date, less all payments previously made; and (b) those hours worked and Eligible Expenses incurred after the Notice Date, but prior to the Termination Date, that were reasonably necessary to terminate the Work in an orderly manner. Notices under this Section 7 shall be sent by the United States Mail to Service Provider's address provided herein, postage prepaid, certified or registered mail, return receipt requested, or by delivery. In addition, Notices may also be sent by any other method reasonably believed to provide Service Provider actual notice in a timely manner, such as fax. The City does not by this Section 7 waive, release, or forego any legal remedy for any violation, breach, or non-performance of any of the provision of this Agreement. At its sole option, City may deduct from the final payment due Service Provider (a) any damages, expenses or costs arising out of any such violations, breaches, or non-performance and (b) any other backcharges or credits. The City shall not pay Service Provider for any expenses incurred or work done following the effective date of termination unless authorized in writing by the City before the expenses are incurred or the work is done.

6. **Changes.** The City may, from time to time, unilaterally decrease the scope of the services of Service Provider to be performed hereunder. Such decrease in the scope of work (and resulting decrease in compensation), shall: (a) be made only in writing and signed by an authorized City representative, (b) be explicitly identified as such and (c) become a part of this Agreement.

7. **Subletting/Assignment of Contracts.** Service Provider shall not sublet or assign any of the Work without the express, prior written consent of the City.

8. **Indemnification.**

A. Service Provider will defend and indemnify the City from any and all Claims arising out of, in connection with, or incident to any acts, errors, omissions, or conduct by Service Provider relating to, or arising out of its performance of, this Agreement. Service Provider will defend and indemnify the City whether a Claim is asserted directly against the City, or whether a Claim is asserted indirectly against the City, e.g., a Claim is asserted against someone else who then seeks contribution or indemnity from the City. The amount of insurance obtained by, obtainable by, or required of Service Provider does not in any way limit Service Provider's duty to defend and indemnify the City. The City retains the right to approve

Claims investigation and counsel assigned to said Claim and all investigation and legal work regarding said Claim shall be performed under a fiduciary relationship to the City.

B. The Service Provider's obligations under this Section 8 shall not apply to Claims caused by the sole negligence of the City. If (1) RCW 4.24.115 applies to a particular Claim, and (2) such Claim is caused by or results from the concurrent negligence of (a) the Service Provider, its employees, subcontractors/subconsultants or agents and (b) the City, then the Service Provider's obligations under this Section 8 shall apply only to the extent allowed by RCW 4.24.115.

C. Solely and expressly for the purpose of its duties to indemnify and defend the City, Service Provider specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. Service Provider recognizes that this waiver of immunity under Title 51 RCW was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation.

D. As used in this Section 8: (1) "City" includes the City, the City's officers, employees, agents, and representatives; (2) "Claims" include all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damage, whether threatened, asserted or filed against the City, whether such Claims sound in tort, contract, or any other legal theory, whether such Claims have been reduced to judgment or arbitration award, irrespective of the type of relief sought or demanded (such as money or injunctive relief), and irrespective of the type of damage alleged (such as bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages); and (3) "Service Provider" includes Service Provider, its employees, agents, representatives and subcontractors. If, and to the extent, Service Provider employs or engages subcontractors, then Service Provider shall ensure that each such subcontractor (and subsequent tiers of subcontractors) shall expressly agree to defend and indemnify the City to the extent and on the same terms and conditions as Service Provider pursuant to this Section 8.

9. **Insurance.** Service Provider shall procure and keep in force during the term of this Agreement, at Service Provider's own cost and expense, automobile liability insurance on all vehicles used by Service Provider in the performance of its duties under this Agreement. Proof of such insurance shall be provided to the City prior to performing any services hereunder. A statement certifying that no vehicle will be used in fulfilling this Agreement may be substituted for this insurance requirement.

10. **Independent Contractor.**

A. This Agreement neither constitutes nor creates an employer-employee relationship. Service Provider must provide services under this Agreement as an independent contractor. Service Provider must comply with all federal and state laws and regulations applicable to independent contractors including, but not limited to, the requirements listed in this Section 10. Service Provider agrees to indemnify and defend the City from and against any claims, valid or otherwise, made against the City because of these obligations.

B. In addition to the other requirements of this Section 10, if Service Provider is a sole proprietor, Service Provider agrees that Service Provider is not an employee or worker of the City under Chapter 51 of the Revised Code of Washington, Industrial Insurance for the service performed in accordance with this Agreement, by certifying to the following:

- (1) Service Provider is free from control or direction over the performance of the service; and

(2) The service performed is outside the usual course of business for the City, or will not be performed at any place of business of the City, or Service Provider is responsible for the costs of the principal place of business from which the service is performed; and

(3) Service Provider is customarily engaged in an independently established business of the same nature as the service performed, or has a principal place of business for the service performed that is eligible for a business deduction for federal income tax purposes; and

(4) On the effective date of this Agreement, Service Provider is responsible for filing a schedule of expenses, for the next applicable filing period, with the internal revenue service for the type of service performed; and

(5) By the effective date of this Agreement or within a reasonable time thereafter, Service Provider has established an account with the department of revenue and other state agencies, where required, for the service performed for the payment of all state taxes normally paid by employers and businesses and has registered for and received a unified business identifier number from the state of Washington; and

(6) By the effective date of this Agreement, Service Provider is maintaining a separate set of records that reflect all items of income and expenses of the services performed.

C. Any and all employees of Service Provider, while engaged in the performance of any Work, shall be considered employees of Service Provider only and not of the City, and any and all claims that may or might arise under the Worker's Compensation Act on behalf of said employees or Service Provider, while so engaged in any and all claims made by a third party as a consequence of any negligent act or omission on the part of Service Provider's employees, while so engaged on any of the Work, shall be the sole obligation and responsibility of Service Provider.

D. Service Provider shall comply with all applicable provisions of the Fair Labor Standards Act and other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall at all times save the City free, clear and harmless from all actions, claims, demands and expenses arising out of said act, and rules and regulations that are or may be promulgated in connection therewith.

E. Service Provider assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes (such as state and, city business and occupation taxes), fees, licenses, excises or payments required by any city, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by Service Provider and as to all duties, activities and requirements by Service Provider in performance of the Work and Service Provider shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

11. **Employment.** Service Provider warrants that it had not employed or retained any company or person, other than a bona fide employee working solely for Service Provider, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Service Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

12. **Audits and Inspections.** At any time during normal business hours and as often as the City may deem necessary, Service Provider shall make available to the City for the City's examination all of Service Provider's books, records and documents with respect to all matters covered by this Agreement and, furthermore, Service Provider will permit the City to audit, examine and make copies, excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

13. **City of Everett Business License.** Service Provider shall obtain a City of Everett business license prior to performing any work pursuant to this Agreement.

14. **State of Washington Requirements.** Service Provider shall register and obtain any State of Washington business licenses, Department of Revenue account and/or unified business identifier number as required by RCW 50.04.140 and 51.08.195 prior to performing any work pursuant to this Agreement.

15. **Compliance with Federal, State, and Local Laws.** Service Provider shall comply with and obey all federal, state, and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of work hereunder.

16. **Compliance with the Washington State Public Records Act.** Service Provider acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the "Act"). All records owned, used or retained by the City are public records subject to disclosure unless exempt under the Act, whether or not such records are in the possession or control of the City or Service Provider. Service Provider shall cooperate with the City so that the City may comply with all of its obligations under the Act. Within ten (10) days after receipt of notice from the City, Service Provider shall deliver to the City copies of all records relating to this Agreement or relating to the Work that the City determines qualify as the City's public records under the Act. If the City receives a public records request relating to this Agreement or relating to the Work, the City shall seek to provide notice to Service Provider at least ten (10) days before the City releases records pursuant to such public records request, but in no event will the City have any liability to Service Provider for any failure of the City to provide such notice. In addition to its other indemnification and defense obligations under this Agreement, Service Provider shall indemnify and defend the City from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damage arising from or relating to any failure of Service Provider to comply with this Section 16.

17. **Compliance with Grant Terms and Conditions.** Service Provider shall comply with any and all conditions, terms and requirements of any federal, state or other grant that wholly or partially funds Service Provider's work hereunder.

18. **Waiver.** Any waiver by Service Provider or the City or the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.

19. **Complete Agreement.** This Agreement contains the complete and integrated understanding and Agreement between the parties and supersedes any understanding, Agreement or negotiation whether oral or written not set forth herein.

20. **Equal Employment Opportunity.** Service Provider shall not discriminate against any employee, applicant for employment, independent Service Provider, or proposed independent Service Provider, on the basis of race, color, religion, sex, age, disability, marital state, or national origin.

21. **Modification of Agreement.** This Agreement may be modified as provided in paragraph 6, or by a writing explicitly identified as a modification of this Agreement that is signed by authorized representatives of the City and Service Provider.

22. **Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, the remainder of the Agreement shall remain in full force and effect.

23. **Notices.**

A. Notices to the City of Everett shall be sent to the following address:

City of Everett
Attn.: Matt Welborn, Public Works Finance Manager
3200 Cedar Street
Everett, WA 98201

B. Notices to Service Provider shall be sent to the following address:

Service Provider
Attn.: Will Rice, Vice President
Catholic Community Services
1918 Everett Avenue
Everett, WA 98201

24. **Venue.** It is agreed that venue for any lawsuit arising out of this Agreement shall be Snohomish County.

25. **Governing Law.** The laws of the State of Washington, without giving effect to principles of conflict of laws, govern all matters arising out of or relating to this Agreement.

26. **Signature.** At the sole discretion of the City, the City may consent to the Service Provider's signature on this Agreement being by email, fax, pdf or other electronic means, in which case such Service Provider signature will be deemed an original signature for all purposes. The City will be deemed to have given such consent effective upon execution of this Agreement by the Mayor of the City.

IN WITNESS WHEREOF, the City and Service Provider have executed this Agreement as of the date first above written.

SERVICE PROVIDER: Please fill in the spaces and sign in the box appropriate for your business entity.

CITY OF EVERETT,
WASHINGTON

Ray Stephanson

Ray Stephanson, Mayor

8/18/2017
Date

Corporation

CATHOLIC COMMUNITY SERVICES OF WESTERN WASHINGTON

[Service Provider's Complete Legal Name]

By: Will Rice

Typed/Printed Name: Will Rice

Its: V.P. AGENCY DIRECTOR

Date: 7/27/2017

ATTEST:

Sharon Fuller

Sharon Fuller, City Clerk

8/18/2017
Date

**Partnership
(general)**

[Service Provider's Complete Legal Name]
a Washington general partnership

By: _____

Typed/Printed Name: _____

General Partner

Date: _____

APPROVED AS TO FORM:

James D. Iles

James D. Iles, City Attorney

8/17/17
Date

**Partnership
(limited)**

[Service Provider's Complete Legal Name]
a Washington limited partnership

By: _____

Typed/Printed Name: _____

General Partner

Date: _____

**Sole
Proprietorship**

Typed/Printed Name: _____

Sole Proprietor: _____

Date: _____

**Limited
Liability
Company**

[Service Provider's Complete Legal Name]
a Washington limited liability company

By: _____

Typed/Printed Name: _____

Managing Member

Date: _____

STATE RETIREMENT SYSTEMS FORM
ATTACHMENT TO PROFESSIONAL SERVICES AGREEMENT
ALL SERVICE PROVIDERS MUST COMPLETE AND SIGN THIS FORM

1. Does Service Provider have twenty-five (25) or more employees? ☒ Yes ☐ No

IF YES: SKIP QUESTION 2, SKIP QUESTION 3, AND SIGN BELOW.

IF NO: ANSWER QUESTIONS 2 AND 3.

2. If a Service Provider employee will perform Work under this Professional Services Agreement, did that employee retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS), or Law Enforcement Officers and Fire Fighters plan (LEOFF)? ☐ Yes ☐ No

3. Answer the appropriate question below for Service Provider's business organization:

Sole Proprietor. Did Service Provider retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS), Law Enforcement Officers and Fire Fighters plan (LEOFF)? ☐ Yes ☐ No

Partnership. If a partner will perform Work under this Professional Services Agreement, did that partner retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS) or Law Enforcement Officers and Fire Fighters plan (LEOFF)? ☐ Yes ☐ No

Limited Liability Company. If a member will perform Work under this Professional Services Agreement, did that member retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS) or Law Enforcement Officers and Fire Fighters plan (LEOFF)? ☐ Yes ☐ No

Corporation. If a shareholder will perform Work under this Professional Services Agreement, did that shareholder retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS), or Law Enforcement Officers and Fire Fighters plan (LEOFF)? ☐ Yes ☐ No

IF THERE IS A "YES" ANSWER TO ANY PART OF QUESTIONS 2 OR 3, AN ADDITIONAL QUESTIONNAIRE (AVAILABLE FROM HR OR LEGAL) MUST BE FILLED OUT AND SUBMITTED WITH THE CONTRACT.

Service Provider Name: CATHOLIC COMMUNITY SERVICES

Signature: 

Printed Name: WILL RICE

Title: V.P. AGENCY DIR.

Exhibit A – Scope of Work

I Project Description

The primary goal of the Everett Low-Income Discount Program (PROGRAM) is to provide positive financial outcomes to low-income City of Everett Utilities (CITY) customers (CUSTOMERS) living within Everett city limits who find themselves unable to pay their CITY water and sewer bill.

The PROGRAM shall adhere to CITY POLICY #1000-17-07 – Low-Income Assistance Policy (Exhibit “C”)

SERVICE PROVIDER recognizes that CITY POLICY may be amended during the duration of this AGREEMENT. SERVICE PROVIDER and CITY must mutually agree to changes to CITY POLICY and whether those changes warrant an amendment to AGREEMENT

The CITY will make an annual contribution of \$100,000 to the Program from the Utility Fund (Fund 401). The SERVICE PROVIDER shall make pledges to qualifying CITY customers to credit their CITY accounts based on CITY POLICY guidelines and use the annual contribution to pay those pledges to the CITY.

II. SCOPE OF WORK

The SERVICE PROVIDER shall be responsible for the following tasks

A. Program design

1. Prior to PROGRAM launch by CONSULANT, meet with CITY staff to discuss the development, implementation and launch of PROGRAM. It is anticipated that there will need to be four meetings between SERVICE PROVIDER and CITY staff to finalize the PROGRAM launch.
2. SERVICE PROVIDER shall develop application/eligibility form for CUSTOMER applicant
3. Update the PROGRAM design throughout the term of agreement as necessary subject to CITY approval
4. Scheduled launch of the PROGRAM shall be no later than September 1, 2017.

B. Program Access

1. Allow CITY to use SERVICE PROVIDER'S name and logo in PROGRAM marketing and promotional material.
2. Respond to PROGRAM questions from CUSTOMERS in-person and over the telephone as well as on SERVICE PROVIDER's Website
3. Provide a single telephone number, which the CITY will publish, for CUSTOMERS to call for PROGRAM information.
4. Provide Staff availability three days per week for walk-in referrals.
5. Evaluate low-income CUSTOMERS applications according to approved PROGRAM design
6. Provide CUSTOMERS with referrals to additional agencies or programs as appropriate.

C. Program Funds

1. All funds for this PROGRAM are to be provided by THE CITY.
2. SERVICE PROVIDER shall hold all PROGRAM donations, reserve funds, and any and all interest, dividends, or capital gains earned on PROGRAM funds as part of the PROGRAM's direct service funds.
3. Make pledges to CUSTOMERS according to the approved CITY POLICY and coordinate pledges with the CITY.
4. Follow standard accounting practices and reporting involved with the management of donated funds, including acceptable and audited accounting of the PROGRAM. SERVICE PROVIDER shall notify CITY, in writing, of any audit findings in relation to the PROGRAM. SERVICE PROVIDER shall take corrective action to resolve audit findings related to the PROGRAM.
5. Any unexpended funds shall be carried forward to subsequent years. At termination of agreement, all unexpended funds including any earnings on those funds shall be returned to the CITY

D. Program Reporting – SERVICE PROVIDER Shall Perform the Following Functions

1. Category, total pledges made, number of CUSTOMERS receiving pledges, and ending financial account balance(s)
2. Maintain records of pledges, including CUSTOMERS name and CITY account number throughout the term of the contract
3. Provide daily updates to City listing applicants to PROGRAM via "Daily Activity Report" including CITIZEN'S account Provide the CITY monthly reports of beginning financial account balance(s)total donations received by number, contact date and application status, including awarded amounts.

E. Coordination with Other Agencies Coordinate with other community agencies as necessary.

III. Location

All work will be performed at the SERVICE PROVIDER'S offices, at 1918 Everett Avenue, Everett, WA 98201, or other locations SERVICE PROVIDER and CITY deem appropriate.

Exhibit B - Compensation:

Payment for all work under Section II, B-E, shall be payable on a fixed price basis, In the amount of \$2,895.00 per month.

Payment shall be made in accordance with the terms of the Contract.

The total cost of work performed under this scope shall not exceed \$115,817.00

Duration

The Agreement shall expire on December 31, 2020.



POLICY/PROCEDURE

TITLE Everett Utilities Low-Income Assistance Program		NUMBER 1000-17-07
EFFECTIVE DATE July 17, 2017	SUPERSEDES	PAGE NUMBER 1 OF 3

Section Index:

- 1.0 General**
- 2.0 Policy**
- 3.0 Definitions**
- 4.0 Procedures**
- 5.0 Review**
- 6.0 Appeal**
- 7.0 Privacy**
- 8.0 Revisions**

1.0 General

- 1.1 The purpose of this policy is to set guidelines for Everett's Utilities Low-income Assistance Program.
- 1.2 This policy applies to the City of Everett's low-income residential utility customers and the City staff members serving those customers.
- 1.3 This policy is being initiated by the Public Works Department.

2.0 Policy

This policy establishes procedural guidelines for staff and Utility customers regarding the eligibility, application, and process of approving a request for assistance from Everett's Low-income Assistance Program.

3.0 Definitions

- 3.1 Program: Everett Low-income Assistance Program
- 3.2 Applicant: City of Everett Utility Customer seeking financial assistance
- 3.3 Staff: City of Everett staff members working in Public Works Finance

3.4 Vendor: Third-party administrator of Everett Low-income Assistance Program

3.5 Utility – City of Everett Water, Sewer, and Stormwater Utility - Fund 401

4.0 Procedures

4.1 Eligibility

- 4.1.1 Applicant must be served by an individual single-family water connection.
- 4.1.2 Water service to applicant must be directly provided by the Utility
- 4.1.3 Location or residence must be within the Everett City limits.
- 4.1.4 Applicant that receives a rate discount under the low-income/disabled senior rate discount program is not eligible for assistance through the Program.
- 4.1.5 Applicant must have received a yellow door hanger notifying customer of impending water service disconnection.
- 4.1.6 Applicants' household income shall not exceed 125% of current Federal Poverty Guidelines.
- 4.1.7 Applicant must provide reasonable proof of financial qualification for the program.
 - 4.1.7.1 Proof of income may consist of the following items:
 - 4.1.7.1.1 Most recent tax return
 - 4.1.7.1.2 Most recent employment paycheck stub
 - 4.1.7.1.3 DSHS award letter
 - 4.1.7.1.4 Child support statement
 - 4.1.7.1.5 Employment Security statement
 - 4.1.7.1.6 Other proof of income may be considered
- 4.1.8 Applicant must be able to provide proof of household residents. Proof may consist of the most recent tax return showing dependents or other documentation deemed reliable by City staff or Vendor.

4.2 Availability

- 4.2.1 Applicants are eligible for up to \$200 per year in assistance towards payment of water and sewer bills.

4.3 Funding

- 4.3.1 Everett Utilities will provide annual funding of \$100,000 for low-income assistance.
- 4.3.2 If funds are depleted, staff will review to determine if additional funding can be made available.
- 4.3.3 Funding shall be increased by budget amendment.

5.0 Review

- 5.1 Applications will be reviewed by Staff or Vendor to determine eligibility.
- 5.2 Additional information may be requested of Applicant by staff or Vendor before final determination can be made.

6.0 Appeal

- 6.1 Applicants may appeal a negative determination to the City of Everett Public Works Finance Manager or Public Works Director.
- 6.2 The decision of Public Works Finance Manager or Director shall be final.

7.0 - Privacy. An applicant's address, telephone number and electronic contact information will be treated as confidential under RCW 42.56.330(2). In addition, to the extent authorized by law, information identified in sections 4.1.7 and 4.1.8 will be kept confidential pursuant to RCW 42.56.230(1), .230(4) and RCW 74.04.060.

8.0 Revision(s)

- 8.1 Approval of revisions, additions, or deletions to this policy shall be approved by the Mayor.

Issued by: _____
(Dave Davis) Originating Department Director

Approved by: _____
(Debra Bryant), Chief Administrative Assistant/Chief Financial Officer

Approved by: _____
(Ray Stephanson), Mayor

Agreement

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

#16

PROJECT TITLE:

Professional Services
Agreement with Catholic
Community Services for
Administration of the Low-
Income Discount Utilities
Program

☒

Briefing
Proposed Action
Consent
Action
First Reading
Second Reading
Third Reading
Public Hearing
Budget Advisory

COUNCIL BILL #

Originating Department

Contact Person

Phone Number

FOR AGENDA OF

Public Works

Dave Davis

425-257-8913

August 16, 2017

Initialed by:

Department Head

CAA

Council President

db
[Signature]

Location

Preceding Action

Attachments

Professional Services
Agreement, Policy

Department(s) Approval

Legal, Administration,
Public Works

Amount Budgeted	\$150,000.00	
Expenditure Required	\$115,817.00	Account Number(s):
Budget Remaining	\$34,183.00	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

On July 17, 2017, Everett Utilities began offering financial assistance to qualifying customers who are in imminent danger of having water service disconnected. Everett Utilities wishes to contract with Catholic Community Services to administer this low-income discount program. Having Catholic Community Services administer this program will allow a higher level of service and outreach to help guide qualifying Everett Utilities customers to other programs that may be available. This agreement runs through December 31, 2020.

RECOMMENDATION (Exact action requested of Council):

Authorize the Mayor to sign the Professional Services Agreement with Catholic Community Services for administration of the Low-Income Discount Utilities Program in an amount not to exceed \$115,817.00.

Council Approved 8/16/17